

BEER TASTING PROGRAM GUIDELINES

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1. Introduction

- 1.1. The Beer Tasting Program is an optional service allowing brewers to sample their product in designated stores according to this document.
- 1.2. Each tasting session will be staffed with a Smart Serve certified Brand Ambassador sourced by the Brewer to conduct tastings in full compliance with these Guidelines, all applicable laws, and the principles of responsible sampling and sale.
- 1.3. A Glossary of Terms used in these Guidelines is provided in Appendix 1.
- 1.4. TBS reserves the right to modify these Guidelines or cancel the Tasting Program with written notice. Any fees that have been received for sessions cancelled by TBS will be refunded.
- 1.5. These Guidelines and all communication related to the Tasting Program are for the sole use of TBS and for the reference of those brewers participating in the program.
- 1.6. The execution of the Tasting Program in no way obligates TBS to run subsequent programs in future. The decision to continue the Tasting Program in future rests solely with TBS.
- 1.7. TBS reserves the right to suspend and/or cancel a scheduled or active tasting session if these Guidelines, applicable laws or the principles of responsible sampling and sale are contravened.

2. Program Scope

- 2.1. The Tasting Program is limited to a selection of stores chosen for specific characteristics including, but not limited to: lobby capacity, operational fit, sales volume, market demography and location within major Ontario markets. TBS reserves the right to modify the store list in consideration of safety and operational requirements with notice.
- 2.2. The Tasting Program is offered year round in the participating stores only, and only during the following days and hours: Friday 4pm to 8pm, Saturday 1pm to 5pm and/or Sunday 1pm to 5pm with the exception of a date that has been adjusted by TBS to accommodate a statutory holiday or to accommodate a store with non-standard hours.
- 2.3. The minimum booking is one store for one session.

3. Program Costs

- 3.1. The fee to participate is \$100/session. Included in the fee are the following costs: administration of the program, use of a TBS tasting cart and accessories, ice, napkins and compostable sampling cups. The fees are exclusive of HST. The brewer will provide a qualified Brand Ambassador to run the session.
- 3.2. The brewer will bear the cost of the beer used for sampling during each session.
- 3.3. Sessions can be customized with branding, uniforms, banners etc. at the cost of the Brewer.

4. Booking Process and Timelines

- 4.1. Sessions will be booked on a first come, first serve basis and are subject to allocation by TBS in accordance with our Shareholders Agreement dated January 1, 2016 where demand exceeds opportunities.
- 4.2. Booking requests must be received by BrewerPrograms@TheBeerStore.ca no later than 8 weeks before the session date. Each request will receive a follow up and confirmation.
- 4.3. Following a booking, a brewer may re-assign their session(s) to another brewer with which they have a registered agency relationship. Notification of this change must be received in writing from the brewer that secured the reservation at least 6 weeks prior to the session.
- 4.4. In the event that a brewer's scheduled tasting brands and default brand are delisted at the time of the scheduled tasting, the brewer will not conduct the tasting sessions and no fee will be charged.

4.5. In the event of a brewer merging with or being acquired by another during the term of this program, the resulting entity will retain the bookings previously reserved by the brewer for the remainder of the program term.

4.6. TBS internal notification of tasting skus will be announced in advance.

5. Eligible Brands

5.1. A maximum of two brands can be sampled per booking and each brand must be listed in the tasting store.

5.2. The two tasting brands can be packaged as a “mixed pack”. If the mixed pack contains more than 2 brands, only 2 brands from the pack can be featured on the tasting cart and sampled by a customer at any given time during a session.

5.3. High alcohol beer (7.2% alc/vol. or greater) is not permitted for tasting.

5.4. Each brewer must select one “default” brand to be sampled in the event that stock of an approved tasting brand is not available in a store for a scheduled tasting. The default brand must meet the requirements of an eligible brand.

5.5. The brewer must solicit advance approval of the sampling brands as per Section 6.

6. Required Stock

6.1. The stock used for tasting must come from store inventory.

6.2. The stock will be provided to the Brand Ambassador in accordance with two transaction options as follows:

6.2.1. The Brand Ambassador may purchase the stock from the store at the prevailing retail value (including tax and deposit); or

6.2.2. The Brand Ambassador may secure the stock from the store on a Return Beer PO transaction (Reason Code #Z14 – Sampling). In this process, no payment is required of the Brand Ambassador and the brewer will be charged for the stock on the weekly statement from TBS in a manner consistent with all other return to brewer transactions.

6.3. The store manager can be contacted in advance of the sampling to ensure that sufficient stock of the approved tasting skus will be on hand for the session. If the approved tasting skus(s) are not listed in the store or are sold out, the default brand will be sampled (Section 5.4).

6.4. The final decision on the quantity of stock required for the tasting rests solely with the store manager.

7. Brand Ambassador Qualifications

- 7.1. The Brand Ambassador may be a brewer or agent representative, or a third party demonstrator retained on behalf of the brewer.
- 7.2. All demonstrators must have successfully completed the Smart Serve Responsible Alcohol Beverage Sales & Service Training Program (reference smartserve.ca) and be able to present to the store manager both a Smart Serve Identification Card and one piece of photo identification (both in their name).
- 7.3. The use of TBS employees to conduct tasting sessions is not permitted.
- 7.4. Brand Ambassadors must understand these Guidelines, applicable laws and the principles of responsible serving and sale and conduct tasting activity in accordance with them.
- 7.5. Brand Ambassadors must be familiar with the product they are representing and be able to answer questions from customers.
- 7.6. While conducting tasting activity, the Brand Ambassador must be attired to the minimum standard of business casual or tasteful themed attire.
 - 7.6.1. Business casual is defined as follows: full length (or at least below the knee), solid coloured pants, a collared, long or short sleeved solid coloured shirt (buttoned or polo/golf shirt) and closed heel shoes. Clothing must be clean, undamaged and well pressed. A decorative treatment may be utilized on the shirt only and can reflect the brewery, tasting brands, or a reference to the Tasting Program.
 - 7.6.2. Tasteful themed attire is defined as follows: a uniform or outfit that bears brand identification of the sampled brand(s) or is of a style consistent with the marketing campaign of the sampled brand(s). The uniform or outfit must not be revealing or of a style or fit in such a way as to gratuitously promote the sexual appeal or physical attributes of the demonstrator.
 - 7.6.3. Jeans, sweatpants, shorts, skirts, leggings and spandex clothing are not permitted. Shirts with bare shoulders are not permitted. Sandals are not permitted.

Each session will be conducted by no more than one Brand Ambassador.

8. Tasting Process/Activity

- 8.1. Each session will activate for the full complement of 4 hours.
- 8.2. The beer stock used for tasting sessions must be sourced from store inventory (Section 6).
- 8.3. Each customer is allowed a maximum of two beer samples (one per tasting brand) and must be legal drinking age.
- 8.4. The maximum serving size of each sample is 59 ml or 2 oz in total regardless of whether the customer samples 1 or 2 brands.
- 8.5. Each sample must be poured for the customer and not in advance.
- 8.6. TBS will provide sampling cups for each tasting session. Each cup will be single use only and, once used, must be discarded into the garbage bin provided.
- 8.7. A display of the tasting brands in packages and/or containers may be constructed on the shelves of the tasting cart provided these displays are stable and secure.
- 8.8. Packaged product and empty containers in boxes may be placed on the floor at the base of the cart provided these displays are below and within the perimeter of the cart and do not pose a safety or trip hazard.

- 8.9. The Brand Ambassador is responsible for any damage to the tasting cart that occurs during a tasting session. TBS reserves the right to charge for the cost of repairing any damage to the tasting cart and/or cleaning that may be required.

9. Brand Ambassador and Responsible Serving

- 9.1. All Brand Ambassadors must have successfully completed the Smart Serve Responsible Alcohol Beverage Sales & Service Training Program and be able to present to the store manager physical or digital proof of certification and one piece of photo identification (both in their name). Failure to produce this identification prior to the start of the tasting will lead to the immediate cancellation of the session.
- 9.2. The Beer Store's Responsible Sale Policy is in force for all tasting activity. It is a serious offence to serve alcohol to any person under the age of nineteen (19) or who is intoxicated.
- 9.3. Proof of age:
 - 9.3.1. Before providing a sample of product, the Brand Ambassador must verify the age of any person who appears thirty (30) years of age or younger. If a Brand Ambassador hesitates for a moment regarding the customer's age, then the customer must be challenged. If the person is under the age of nineteen (19) or cannot provide acceptable proof of age the customer must not be served.
 - 9.3.2. Proof of age identification must be valid, government-issued identification including a photo of the person to whom the identification is issued along with a birth date (refer to agco.on.ca).
 - Ontario Driver's Licence
 - Canadian Passport
 - Canadian Citizenship Card
 - Canadian Armed Forces Identification Card
 - Photo card issued by the Liquor Control Board of Ontario (LCBO), entitled Bring Your ID (BYID)
 - Secure Indian Status Card issued by the Government of Canada
 - Permanent Resident Card issued by the Government of Canada
 - Photo card issued under the *Photo Card Act, 2008*
- 9.4. If in doubt as to whether or not a customer is, or appears to be intoxicated, the Brand Ambassador must discreetly evaluate the customer's condition. If still in doubt, do not serve the customer.
- 9.5. The store manager will provide a Challenge/Incident Report (Appendix 2) to the Brand Ambassador at the start of each session. This report must be completed each time a customer is asked to produce proof of age identification or if service is refused to an intoxicated person and then returned to the store manager at the conclusion of the session. Brand Ambassadors are required to immediately report all challenges resulting in refusal. TBS store managers are always available to support Brand Ambassadors in challenging and refusing customers.
- 9.6. TBS staff are prohibited from sampling during working hours and also while in uniform.

10. Brand Ambassador: Other Responsibilities

- 10.1. The Brand Ambassador is responsible to the store manager for the execution of the tasting and must be fully aware of and apply these Guidelines throughout the session.
- 10.2. The Brand Ambassador must be aware that the store manager has the authority to suspend or cancel a session, in his or her sole discretion, for any of the following reasons:
 - 10.2.1. Failure by the Brand Ambassador to provide a Smart Serve Identification Card and one piece of photo identification - both in their name.
 - 10.2.2. Contravention of these Guidelines, applicable laws or any TBS policy by a Brand Ambassador.
 - 10.2.3. Contravention of the principles of responsible sale by the Brand Ambassador.
 - 10.2.4. Unprofessional behaviour on the part of the Brand Ambassador (e.g. use of a cell phone or mobile device in view of the public or inappropriate behaviour while conducting the tasting).

10.2.5. Failure by the Brand Ambassador to meet the minimum attire standard of business casual or tasteful themed attire as set out in this document.

10.2.6. The store manager has serious concerns about the Brand Ambassador's ability to perform the tasting.

10.2.7. There is insufficient stock of the tasting brand(s) and default brand to complete the session.

10.3. The Brand Ambassador must be available at the tasting cart whenever it is in operation. Brand Ambassadors are permitted to leave the cart under the following scenarios:

- To serve customers while in line waiting to make a purchase.
- For a short break of 15 minutes or less.

Prior to leaving the cart, the Brand Ambassador must remove all beer containers (bottles or cans) from customer access by placing them within the cart. The Brand Ambassador must also advise TBS staff that they are leaving the tasting cart.

10.4. Brand Ambassadors are encouraged to politely engage customers by offering them the opportunity to sample their product and answering any questions they may have.

10.5. Brand Ambassadors are prohibited from:

10.5.1. Any form of solicitation of customer information or feedback.

10.5.2. Sampling the products of other brewers and offering comparative commentary to customers on another brewer's products.

10.5.3. Attempting to switch or influence customers that have already picked up, ordered or purchased another brand.

10.5.4. Selling product directly to customers. The store manager must facilitate all sales transactions.

10.6. At the conclusion of the tasting session the Brand Ambassador must:

10.6.1. Remove remaining beer stock, empties and supplies from customer view.

10.6.2. Return empties to the store manager for refund value.

10.6.3. Remove all opened cases from the store premises.

10.6.4. Upon request, the store manager will process as appropriate either a refund or a Return Beer PO transaction (Section 6.2.2) with a credit value for unopened packages.

10.6.5. Remove and discard all refuse as directed by the store manager.

10.6.6. Thoroughly clean the tasting cart and discard any remaining ice and water as directed by the store manager.

10.7. The Brand Ambassador will, at the request of TBS, distribute informational material and/or survey forms to customers participating in sampling.

11. Store Manager Responsibilities

11.1. Subject to the brands being listed in the store, the store manager is required to ensure sufficient stock is on hand for the scheduled tasting. The final decision on the quantity of stock required for the tasting rests solely with the store manager.

- 11.2. If the brands to be tasted are not listed in the store, the store manager will allow the tasting to proceed using the default brand (Section 5.4).
- 11.3. The Brand Ambassador works under the supervision of the store manager and must meet all of the requirements established by TBS. The store manager has the authority to suspend or cancel a tasting for any of the following reasons:
- 11.3.1. Failure by the Brand Ambassador to provide a Smart Serve Identification Card and one piece of photo identification - both in their name.
 - 11.3.2. Contravention of these Guidelines, applicable laws or TBS policies by a Brand Ambassador.
 - 11.3.3. Contravention of the principles of responsible sale by the Brand Ambassador.
 - 11.3.4. Unprofessional behaviour on the part of the Brand Ambassador (e.g. use of a cell phone or mobile device in view of the public or inappropriate behaviour while conducting the tasting).
 - 11.3.5. Failure by the Brand Ambassador to meet the minimum attire standard of business casual or tasteful themed attire as detailed in this document.
 - 11.3.6. The store manager has serious concerns about the Brand Ambassador's ability to perform the tasting.
 - 11.3.7. There is insufficient stock of the tasting brand(s) and default brand to complete the session.
- 11.4. One hour prior to the scheduled start of tasting, the store manager is required to prepare the tasting cart by positioning it in the designated location in the lobby and opening the cart ready for use.
- 11.5. Once the Brand Ambassador arrives, the store manager will provide the Brand Ambassador with a copy of the Challenge/Incident Report (Appendix 2).
- 11.6. The stock required for sampling will be provided to the Brand Ambassador. There are two transaction options available to the Brand Ambassador as follows:
- 11.6.1. The Brand Ambassador may elect to purchase the stock from the store at the prevailing retail value (including deposit). A receipt must be provided to the Brand Ambassador.
 - 11.6.2. The Brand Ambassador may elect to obtain the stock from the store on a Return Beer PO transaction (Reason Code #Z14 – Sampling). In this case, no payment is required of the Brand Ambassador. The Brand Ambassador and the store manager are both required to sign the transaction summary with one copy retained by each.
- 11.7. Upon request, the store manager will process as appropriate either a refund or a Return Beer PO transaction (Reason Code #Z14 – Sampling) with a credit value for unopened packages returned by the Brand Ambassador at the conclusion of the session. The store manager may also refund the deposit value for empties returned by the Brand Ambassador at any time.
- 11.8. Once purchased, opened packages containing sealed containers remain the property of the Brand Ambassador.
- 11.9. Under no circumstances are opened containers to be removed from the store by a Brand Ambassador. The store manager must ensure that all opened containers are dumped and the empties refunded.
- 11.10. At the conclusion of the tasting session, the store manager will close up the cart and relocate the cart within the retail lobby if necessary.
- 11.11. The store manager will collect completed Challenge/Incident Reports for retention by the store as per standard operating procedure.
- 11.12. TBS staff are prohibited from sampling during working hours and also while in uniform.

12. Tasting Cart

- 12.1. Each participating store will have a tasting cart positioned on the selling floor of the store. The tasting cart including features are identified in Appendix 3.
- 12.2. There is no access to electrical power within or near the tasting cart. Self-contained, battery-operated equipment placed on or within the cart may be used by the Brand Ambassador only with the prior approval of TBS.

13. Marketing Material

- 13.1. Use of the following marketing material is permitted during tastings provided it can be displayed on the shelves, middle counter or retained within the interior of the cart: tent cards, product information literature, recipes, contest entries etc.
- 13.2. All marketing material and advertising must comply with the TBS Pricing Communication Policy.
- 13.3. Brand Ambassadors are permitted to provide customers with giveaways during their sessions such as a free item (\$3 cost or less) or voucher to sample product etc. Any giveaways must be in compliance with all applicable laws and pre-approved.
- 13.4. No signs or other material are to be taped or affixed to the tasting cart.
- 13.5. Use of the following marketing material is prohibited: umbrellas, balloons, streamers, inflatable items and any add-on that would materially increase the dimension of the tasting cart. Pull up banners are permitted subject to lobby space and approved by the Store Manager.
- 13.6. Any brewer-supplied materials not removed from the store by the Brand Ambassador at the conclusion of the session will be discarded by TBS.

APPENDIX 1: Glossary of Terms

Brand Ambassador	an individual that conducts tasting activity in the Beer Store on behalf of a brewer. Brand Ambassadors may be brewer or agent representatives, or third party demonstrators retained on behalf of the brewer.
brand	a 3 or 4 digit merchandise category
brand pack (or sku)	a unique brand + pack + volume + container combination (e.g. ABC Lager 24 pack x 341ml bottles).
brewer	the party named in the signed User Agreement.
default brand	the brand to be sampled in the event that stock of the approved tasting brands are not available. Each brewer may select one default brand for all tasting stores for the term of the program.
high alcohol beer	any brand with an alcohol content by volume of 7.2% or greater.
mixed pack	a pack including more than one brand.
session	tasting conducted on a Friday 4-8pm, Saturday 1-5pm and/or Sunday 1-5pm with the exception of a date that has been adjusted to accommodate a statutory holiday or a store with non-standard hours.
store manager	the manager of a location of the Beer Store or a store employee designated by the store manager to supervise store operations on their behalf.
tasting(s) or tasting activity	all activities associated with engaging customers to sample beer in the Beer Store (e.g. product presentation, responsible serving, customer interaction, set-up, tear-down, etc.).

BEER STORE

Store Stamp

Month of _____

INCLUDE: description, license #'s, details of serving someone suspected of supplying a minor, reason serving a customer challenged as an intoxicated person who actually was not intoxicated e.g. medical condition, etc.

[illegible]

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APPENDIX 3: Tasting Cart Model & Accessories

- ✓ stainless steel tabletop for product presentation and serving
- ✓ pine wood or wood laminate exterior
- ✓ poster frame mounted on the front of the cart (24"x36" portrait)
- ✓ ice bucket for pre-chilling product
- ✓ interior storage
- ✓ tasting cups
- ✓ garbage bin for used tasting cups
- ✓ locking wheels for stability
- ✓ drop leaf shelves for compact profile when cart is closed
- ✓ fitted cover to protect the cart when not in use

OPEN POSITION



CLOSED POSITION

